REMARKS/ARGUMENTS

The final Office Action dated January 9, 2008 has been carefully reviewed and these remarks are responsive thereto. Reconsideration and allowance of the instant application are respectfully requested. Claims 3, 5-11, 13-21 and 23 are pending in this application.

INTERVIEW SUMMARY

The undersigned and the applicant appreciate the telephone interview of April 25, 2008. Examiner Hamilton, Mr. Jackowski, Mr. Meeker, and Ms Wolffe participated in the interview. In the interview, Mr. Meeker and Mr. Jackowski provided background information and a description of the invention. Mr. Meeker further presented arguments to distinguish the present claims over the cited prior art. Examiner Hamilton indicated she would consider the arguments.

ARGUMENTS

Claims 3, 5-21, and 23 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over U.S. Publication No. 2003/0027549 to Kiel ("Kiel") and Cromer (7,113,497). Applicants respectfully traverse this rejection.

As discussed in the interview, one feature of claim 3 is the imposition of a bandwidth *restriction* when certain conditions are met. Likewise, such restriction may be removed when such conditions are no longer present. The invention claimed in claim 3 allows flexibility to the services provided to each subscriber on an individual basis depending on, for example, how much bandwidth the subscriber is allowed and whether such bandwidth may be increased or decreased. The bandwidth restriction does *not deny access or deny transmission* but merely slows down the user.

That is, a bandwidth restriction is a restriction of *the amount of data transmission* a subscriber is allowed *per unit time*. A bandwidth restriction would thus decrease the amount of data transmitted per unit time whereas removing the restriction would allow an increase of data transmitted per unit time. Bandwidth restrictions may be more or less severe depending on parameters of the subscriber or as recited in claim 3 "wherein each subscriber has its own defined level." In contrast, Kiel simply grants or denies network access to the user. That is, Kiel is directed to a *prepaid* subscriber system with accounting done on each subscriber's system. The system *blocks access* to the network when the subscriber's *prepaid* account is

depleted. Kiel's system is similar to a prepaid calling card - when the money is depleted, the system turns off.

Attention is again drawn to an example of how the method of the instant claim could work. If a user is allowed to send at 512 Kbps, but then exceeds 5GB of data transmitted in a week, his/her transmission rate (bandwidth) might be limited to 50 Kbps for the next week, if he/she then exceeded 7GB of data transmitted, the transmission rate might be limited to 10Kbps. In time and once the user is back in compliance, the rate would be restored to the original 512Kbps. (Note that this method allows the user to *keep using the network*, but just at a limited bandwidth.) Again, Kiel is directed allowing or not allowing access.

In the final Office Action, column 2, lines 45-46, of Cromer is identified as managing bandwidth utilization. However, what Cromer does in response to a user violating bandwidth usage is to *deny a clear-to-send signal* to <u>prevent</u> transmission. Cromer does not restrict bandwidth - the amount of data transmitted per unit time. That is, Cromer describes control transmissions that are based on the ability to send a signal, which is *granted or denied*, and does not teach or suggest <u>imposing a more restrictive bandwidth</u> as recited in claim 3.

On page 3, lines 3-6, the Office Action actually recognizes that Cromer prevents transmission as opposed to limiting bandwidth: "If the individual bandwidth utilization is greater than the threshold, then client is *prevented from using* the individual bandwidth until it is determined that the client is no longer greater than the threshold..." (emphasis added). Attention is also drawn to Cromer, page 3, lines 5-23, in particular lines 17-19, which indicates that exceeding the threshold results in "<u>prohibiting</u> a clear-to-send response to a request-to-send by the particular client, ..." (Emphasis added).

In addition, Cromer merely describes supporting control of rates in *one direction*. In contrast, claim 23 recites, among other features, "when either <u>the upstream or downstream balance</u> of the account of a subscriber of the wireless network drops below a defined level, <u>imposing a more restrictive bandwidth on that subscriber</u>." (Emphasis added).

Thus, Cromer fails to remedy the deficiencies of Kiel. As such, claim 3 is patentable over the combination of Kiel and Cromer. Claims 5-11 and 13-20, which depend from claim 3, are patentable over the combination of Kiel and Cromer for at least the same reasons as their ultimate base claim and further in view of additional advantageous features recited therein.

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Claim 21 calls for, among other features, "storing an upstream balance and a downstream balance for each of a plurality of subscribers...imposing a more restrictive bandwidth on a subscriber responsive to at least one of the balances of that subscriber." For at least similar reasons as discussed above, with respect to claim 3, claim 21 is patentable over the combination of Kiel and Cromer. Claim 23, which depends from claim 21, is patentable over the combination of Kiel and Cromer for at least the same reasons as its ultimate base claim and further in view of additional advantageous features recited therein.

CONCLUSION

In view of the above remarks, this application is in condition for allowance.

The Commissioner is authorized to charge our Deposit Account No. 19-0733 for any fees associated with this paper or application. A duplicate copy of this sheet is enclosed for accounting purposes.
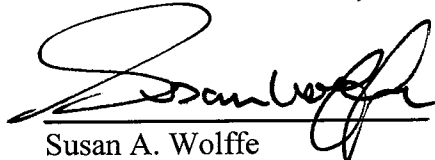
Respectfully submitted,

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